

Attachment 4

**AGREEMENT FOR
INTEGRATED WASTE MANAGEMENT**

THIS AGREEMENT for Integrated Waste Management Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the County"), and the City of Loyalton, a municipal corporation ("the City").

RECITALS

- A. The County operates a complete waste disposal system within the boundaries of Sierra County, and has the legal power to acquire, develop, maintain, operate, dispose of, and replace solid waste facilities and related equipment, and to implement programs for the diversion of solid waste from disposal facilities; and,
- B. The County has taken the prime responsibility for the implementation of a waste management program within the unincorporated areas of Sierra County and City has consented to allow County to operate, maintain and administer the County waste management program within the limits of the incorporated City of Loyalton, including but not limited to program fees, assessments, franchises, recycling diversion, rules, regulations, and other functions; and,
- C. The County and City wish to execute an agreement to continue to provide coordinated waste management services; to continue to provide economic and statistical consistency and coordination; and, to provide compliance on the part of County and City with the requirements of the Integrated Waste Management Act of 1989 (AB 939), as amended.
- D. In 1988, the County and the City entered into an Agreement for Collection of Waste Disposal Fees (Sierra County Agreement No. 88-008), which agreement is intended by the County and the City to remain in full force and effect and not superseded by this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

- 1) The foregoing recitals are true and correct.

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2) The terms attached hereto as Exhibit A constitute the full Agreement between County and City, with respect to the operation of solid waste management within the jurisdictional boundaries of the County and the City, jointly, and are incorporated by reference herein.

3) The Effective Date of this Agreement is March 19 1996.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first above written.

"County"

"City"

COUNTY OF SIERRA

CITY OF LOYALTON

By Donald M. McIntosh
Donald M. McIntosh
Chairman, Board of Supervisors

By Milton F. Gottardi
Milton F. Gottardi
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By William Pangman
William Pangman
County Counsel

By Samuel Chen
City Attorney

ATTEST:

ATTEST:

By Mary Jungi
Mary Jungi
Clerk of the Board

By Patsy Jardin
Patsy Jardin
City Clerk

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EXHIBIT A
TO
AGREEMENT FOR
INTEGRATED WASTE MANAGEMENT

1. PURPOSE

County and City intend by this Agreement to:

1.1 Jointly plan, acquire, develop and provide for an integrated waste management system in a manner as will meet minimum standards of the Integrated Waste Management Act of 1989 and as will be most equitable, sanitary, expedient, convenient and compatible with the public health, safety, and welfare.

1.2 Reduce the cost of implementing, reporting, and tracking disposal and diversion programs.

1.3 Implement specific diversion programs selected for implementation in the Source Reduction and Recycling Element.

1.4 Share waste diversion percentages to meet the waste reduction mandates set forth in Article 1 of Chapter 6 of Part 2 of Division 30, commencing with Section 41780 of the *Public Resources Code*.

1.5 Implement programs including but not limited to recycling centers and market development, yard waste composting programs, oil recycling programs, household hazardous waste programs, education, awareness and public information programs.

2. ADMINISTERING AGENCY/POLICY DOCUMENT

2.1 The County of Sierra, by and through its Board of Supervisors and County departments as from time to time designated by the Board of Supervisors, shall be the agency which shall administer and execute the individual and collective components of the integrated waste management plan conducted within the County and City. The County administrator responsible for administration of this Agreement and the Integrated Waste Management System is the Sierra County Director of Public Works. ("the Administrator"), and the Department of Public Works is the designated department to conduct such administration. City acknowledges and agrees to follow administrative and management direction determined appropriate by the Board of Supervisors. In the event City disagrees with any management direction or action taken by the County, the City may notify th

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County Agreement Administrator of such concern and consult with the County Agreement Administrator in an attempt to resolve any issue of potential disagreement. In the event that the City's concerns are not adequately resolved the City may exercise its termination rights pursuant to provision 10 hereof.

2.2 The *Source Reduction and Recycling Element, Sierra County, California* dated January, 1996 and adopted by the Sierra County Board of Supervisors on March 19, 1996 (including any amendments thereto) shall be the official policy document directing the integrated waste management plan of County and City.

2.3 The County of Sierra by and through its Board of Supervisors and designated departments is further designated as the administering agency for implementing, reporting, and tracking solid waste disposal and diversion programs within County and City.

3. ADVISORY BOARD

The Advisory Board for this Integrated Waste Management Services Agreement is the Sierra County Citizens Committee for Solid Waste Disposal - AB 969 Local Task Force.

4. ALLOCATION OF COSTS

All costs of operation and administration of the waste management system, including the allocation of any civil penalties which may be imposed by the California Integrated Waste Management Board, shall be shared among all residents/landowners of County and City, apportioned as set forth in Provision 5 below. Any fee program, benefit assessment, franchise or other form of financing/service structure required to be implemented shall be imposed equally among residents/landowners of County and of City so as to treat all waste system as participants or users equally, without regard for location of residence/occupancy within the County of Sierra/City of Loyalton.

5. APPORTIONMENT AMONG PARTIES

Allocation or apportionment among the parties of 1) responsibility for civil penalties, as identified in Provision 4 above, 2) liability incurred in performance of this Agreement, 3) any other cost, responsibility, or liability arising out of the performance of this Agreement which is capable of being, and which in fairness should, be apportioned among the parties, shall be based upon the respective and proportional populations of each party hereto, as set forth in the applicable and most recent report prepared and released by the California Department of Finance. For the purpose of allocation or apportionment among the parties of civil penalties, pursuant to this provision, the report of the Department of Finance released most recently prior to the date the administering agency hereof receives written notification from the State of California of the civil penalty assessment shall be used. For the purpose of allocation or apportionment among the parties of civil liability or

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damages, pursuant to this provision, the report of the Department of Finance released most recently prior to the receipt by the administering agency or any other party hereto of a written claim for damages shall be used.

6. OWNERSHIP

All property and facilities involved in waste management within County and the respective ownership of same (including the County landfill, transfer stations, equipment, and other miscellaneous items) shall be and shall remain the sole assets of County and City as a condition of this Agreement waives any right (current or future) to claim of ownership of or control over any waste management property, equipment or personnel.

7. OPERATION

It is agreed, and the County is hereby designated as, the operator of the waste management system and related facilities, including the sites, and as such it will prepare the development plan, the operational requirements and an ultimate use plan for the sites. The County will be the applicant of record for closure plans, post-closure monitoring, and standards to be assigned the site by regulatory agencies. It will plan and install the necessary physical features for the solid waste sites such as landscaping, fencing, water supply, access roads and weighing scales. As operator of the sites, the County shall furnish the personnel and use the equipment, and shall operate the sites using the best approved standards and practices. The Operator may contract or franchise one or more operational functions to other governmental subdivisions or to private sector entities or individuals.

8. FUNDS

All funds received from the parties pursuant to any provision of this Agreement or from the operation of the facilities shall be deposited with the County Treasurer and shall be disbursed by County warrant in the usual manner or upon the order of the Board of Supervisors. The County shall, for purposes of administration and accounting, establish through the County Auditor all necessary funds and accounts to accomplish the purposes of this Agreement in conformity with good accounting practices and state law.

9. TERMS OF AGREEMENT/TERMINATION/AMENDMENT

This Agreement shall commence on the Agreement Effective Date set forth above and shall automatically renew annually until terminated in accordance with this provision. This Agreement may be terminated at the written request of the governing body of the City or County. It may be amended at any time, including the addition of new parties, by the unanimous consent of the governing bodies of all parties hereto. City or County may withdraw from this Agreement by the governing body thereof giving to the other party or parties a year's written notice of such intention to withdraw. Such withdrawing party shall include

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no further liability subsequent to its giving written notice of its intent to withdraw on account of this Agreement.

In the event that the Agreement is terminated, City and County which are former parties to the terminated Agreement shall be responsible for implementing those applicable sections in the *Public Resource Code* Sections 40900 through 41460, as may be amended.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF)
APPROVING SOLID WASTE)
AGREEMENT BETWEEN THE COUNTY)
AND THE CITY OF LOYALTON)

RESOLUTION NO. 96-051

WHEREAS, the California Integrated Waste Management Act of 1989 (PRC 40000) and commonly known as AB 939 as amended requires all counties and all cities to prepare a Source Reduction and Recycling Element (SRRE); a Household Hazardous Waste Management Element (HHWMP); a NonDisposal Facility Element; and a petition for planning and diversion of wastes; and,

WHEREAS, AB 939 requires that a solid waste management agreement be created between the County of Sierra and the City of Loyalton in order to efficiently manage solid waste, and in order that the City of Loyalton participate in the SOURCE REDUCTION AND RECYCLING ELEMENT.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes creation of a Solid Waste Management Agreement between the County of Sierra and the City of Loyalton.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 19th day of March, 1996, by the following vote:

AYES: Supervisors McIntosh, Luchessi, McCaffrey, Bowling, Whitley
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

Donald M. McIntosh

DONALD MC INTOSH
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

Mary J. Jung
MARY J. JUNG
CLERK OF THE BOARD

APPROVED AS TO FORM:

William W. Pangman
WILLIAM W. PANGMAN
COUNTY COUNSEL

THE FOREGOING INSTRUMENT
IS A CORRECT COPY OF THE
ORIGINAL ON 1 THE
OFFICE. MAR 13-10

ATTEST: *Mary J. Jung*

COUNTY CLERK AND EX-OFFICIO
CLERK OF THE BOARD OF SUPER-
VISORS, IN AND FOR SIERRA CO.,
CALIFORNIA

Deputy Clerk DEPUTY